

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Columbian Home Products, LLC		03/21/2007	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Harris N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2436934	JOYCE CHEN	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1568518		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

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TRADEMARK
REEL: 003560 FRAME: 0177

Date:

06/13/2007

Total Attachments: 7

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TRADEMARK COLLATERAL AGREEMENT

This 21st day of March 2007, COLUMBIAN HOME PRODUCTS, LLC, an Illinois limited liability company ("*Debtor*"), with its principal place of business and mailing address at 1600 Beech Street, Terre Haute, Indiana 47804, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS N.A., an national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement dated as of February 3, 2003 between Debtor and Secured Party, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

COLUMBIAN HOME PRODUCTS, LLC

By


D. R. Ryan, Jr.

Its ~~Manager~~

President

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A.

By

Its Vice President

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

COLUMBIAN HOME PRODUCTS, LLC

By
D. R. Ryan, Jr.
Its President

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A.

By 
Its Managing Director

STATE OF ILLINOIS

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COUNTY OF COOK

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I, Brenda McCray a Notary Public in and for said County, in the State aforesaid, do hereby certify that D. R. Ryan, Jr., the President of Columbian Home Products, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1st day of June, 2007.

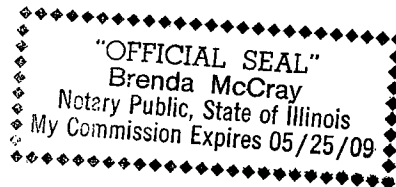
(NOTARIAL SEAL)

Brenda McCray
Notary Public

My Commission Expires:

Brenda McCray
(Type or Print Name)

5/25/09



STATE OF ILLINOIS

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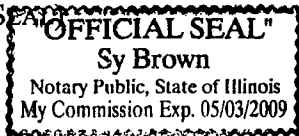
COUNTY OF COOK

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I, Sy Brown, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Johnson, Managing Director of Harris N.A., a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 6th day of June, 2007.

(NOTARIAL SEAL)



My Commission Expires:

5/3/2009

Sy Brown
Notary Public
Sy Brown
(Type or Print Name)

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARK	REGISTRATION DATE AND NUMBER
JOYCE CHEN & DESIGN (VERTICAL)	Registered 3/20/01 Reg. # 2,436,934

PENDING FEDERAL TRADEMARK APPLICATIONS

NONE

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None